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Attorney for Plaintiff
Debra Britton

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DEBRA BRITTON,
Plaintiff,

v.

NMB PROPERTIES LLC,
Defendant.

Case No.
COMPLAINT
(JURY TRIAL DEMANDED)

Plaintiff Debra Britton, through counsel, Day R. Williams, Attorney at Law, complains and alleges as follows:

1. Plaintiff Debra Britton sues under the Fair Labor Standards Act (FLSA), 29 U.S. Code Chapter 8, for back pay as a motel manager for NMB Properties LLC. The back pay is for the difference between the minimum wage and what Defendant paid her for regular hours, as well as her entitlement to overtime pay at a time-and-a-half rate. Plaintiff also sues for Retaliation under FLSA, Wrongful Termination, Violation of State Law (NRS 608.260), and Unjust Enrichment.

2. Plaintiff resides in Reno, Nevada.

3. Defendant NMB Properties LLC is a Nevada limited liability company that conducts business in northern Nevada. The principal of Defendant NMB Properties LLC is Nav (or Navprit) Bajwa. The resident agent for NMB Properties LLC is AGP Corporate Services, Inc. 611 Sierra Rose Drive Suite A, Reno NV 89511.

4. The wrongful acts took place in northern Nevada. Defendant NMB Properties

1 committed torts and violated state and federal law. Defendant NMB Properties LLC has been
2 guilty of oppression, fraud or malice, express or implied with respect to Plaintiff.

3 5. This Court has original jurisdiction under 28 U.S.C. § 1331, which provides as
4 follows: "The district courts shall have original jurisdiction of all civil actions arising under the
5 Constitution, laws, or treaties of the United States." The Court has supplemental jurisdiction
6 over the related state law claims under 28 U.S. Code § 1367(a).

7 6. Venue is proper under 28 U.S.C. § 1391 in that the parties reside or do business
8 in the Northern District of Nevada, and the action arises in the Northern District of Nevada.

9 7. Plaintiff demands a trial by jury on all issues so triable.

11 **FLSA VIOLATION**

12 8. Plaintiff incorporates and realleges the preceding allegations of this complaint.

13 9. Plaintiff worked as a motel manager for Defendant NMB Properties LLC from
14 July 22, 2014 to November 14, 2015 at the Easy Inn in Reno, Nevada.

15 10. Defendant NMB Properties LLC operates the Easy Inn, 1661 East Sixth Street,
16 Reno NV 89512. Defendant NMB Properties LLC also operates the Pony Express Lodge
17 (Home Office), 777 Motel, Sutro Motel, City Center Motel, Rancho Sierra Motel, Townsite
18 Motel, Truckee River Lodge, Old Forty West Motel, Tombstone Territory Motel, Silver Dollar
19 Motel, Co-Ed Motel, Capri Motel, Aloha Inn, Douglas Arms Apartments, and several houses.
20 Defendant NMB Properties LLC grosses more than \$500,000.00 per year.

21 11. The parties had no written contract. The employer did not provide a health plan
22 to the employees. One condition of Plaintiff's employment was that she live on-site at the Easy
23 Inn, 1661 East Sixth Street, Reno, Nevada 89512.

24 12. She worked on average 50-60 hours per week. She was paid less than \$455.00
25 per week and less than \$23,600.00 per year. She did not regularly supervise two or more other
26 employees. Management was not the primary duty of her job. She did not have genuine input
27 into the job status of other employees (such as hiring, firing, promotions, or assignment).

28

15. Before the period for which Plaintiff sues, NMB Properties LLC knew that it should pay Plaintiff the minimum wage of \$8.25 per hour and should pay overtime of \$12.38 to a motel manager.

17. Plaintiff was not properly compensated for her work. She is currently not being properly compensated for her work.

RETALIATION UNDER FLSA

20. On or about July 2015 Plaintiff complained to the United States Department of Wage and Hour Division, that her employer was not compensating her fairly. On May, November 2, 2015 Nav Bajwa (aka Navprit Bajwa), the principal of NMB Properties called and asked her, “Did you file a complaint with the Wage and Hour Division?” She answered that she had talked to the Wage and Hour Division. He said that the Wage and Hour Division had called him. He asked her to withdraw her complaint and offered to help her move

1 elsewhere. He said, "I'll tell you right now, if that's the way you want to play it, you're going to
2 be sorry." He told her, "It will get ugly."

3 21. On Saturday, November 14, 2015 two general managers of Defendant NMB
4 Properties LLC, Monique Birch and Anna Davis, terminated Plaintiff's employment on the
5 pretext that rent money was missing. (Defendant's normal procedure with respect to allegedly
6 missing rent money was to investigate the matter, not to fire the manager.) Within 30 minutes
7 after Plaintiff's termination, the money turned up at the bottom of a drawer, where it had been
8 all along. Defendant knew this but did not reinstate Plaintiff.

9 22. The Fair Labor Standards Act anti-retaliation provision provides that it is
10 unlawful: "[T]o discharge or in any other manner discriminate against any employee because
11 such employee has filed any complaint or instituted or caused to be instituted any proceeding
12 under or related to this chapter, or has testified or is about to testify in any such proceeding, or
13 has served or is about to serve on an industry committee." 29 U.S.C. S 215(a)(3).

14 23. Defendant NMB Properties LLC violated the anti-retaliation provision, which
15 proximately caused Plaintiff to suffer damages.

17 **WRONGFUL TERMINATION**

18 24. Plaintiff incorporates and realleges the preceding allegations of this complaint.

19 25. On or about July 2015 Plaintiff complained to the United States Department of
20 Labor, Wage and Hour Division, that her employer was not compensating her fairly. On
21 Monday, November 2, 2015 Nav Bajwa, the principal of NMB Properties LLC, called and
22 asked her, "Did you file a complaint with the Wage and Hour Division?" He said that the Wage
23 and Hour Division had called him. He asked her to withdraw her complaint. He offered to help
24 her move elsewhere. He said, "I'll tell you right now, that's the way you want to play it, you're
25 going to be sorry."

26 26. On Saturday, November 14, 2015 two general managers of Defendant NMB
27 Properties LLC terminated Plaintiff's employment on the pretext that rent money was missing.

28

(Defendant's normal procedure with respect to allegedly missing rent money was to investigate the matter, not to fire the manager.) Within 30 minutes after her termination, the money turned up at the bottom of a drawer, where it had been all along. Defendant knew that the money had turned up, but did not reinstate Plaintiff to her position as a manager.

27. The real reason that Defendant terminated Plaintiff was to retaliate against her for filing a complaint with the United States Department of Labor, Wage and Hour Division. Defendant's termination violated Nevada's public policy.

28. Defendant's termination proximately caused damages to Plaintiff.

VIOLATION OF STATE LAW (NRS 608.260)

29. Plaintiff incorporates and realleges the preceding allegations of this complaint.

30. NRS 608.260, "Action by employee to recover difference between minimum wage and amount paid; limitation of action," provides as follows:

If any employer pays any employee a lesser amount than the minimum wage prescribed by regulation of the Labor Commissioner pursuant to the provisions of NRS 608.250, the employee may, at any time within 2 years, bring a civil action to recover the difference between the amount paid to the employee and the amount of the minimum wage. A contract between the employer and the employee or any acceptance of a lesser wage by the employee is not a bar to the action.

31. Defendant employer, NMB Properties LLC, paid Plaintiff a lesser amount than the minimum wage prescribed by regulation of the Labor Commissioner pursuant to the provisions of NRS 608.250.

32. Defendant violated NRS 608.250. As a proximate cause thereof, Plaintiff has been damaged. She sues to recover the difference between the amount paid to Plaintiff and the amount of the minimum wage.

UNJUST ENRICHMENT

33. Plaintiff incorporates and realleges the preceding allegations of this complaint.

34. Unjust enrichment occurs whenever a person has and retains a benefit which in equity and good conscience belongs to another.

35. Defendant NMB Properties LLC has retained a benefit, namely, money that belongs to Plaintiff under the requirements of the FLSA, which in equity and good conscience belongs to Plaintiff. Plaintiff should receive all benefit to which the law entitles her.

PRAYER FOR RELIEF

Wherefore, Plaintiff Debra Britton requests the following relief: Full compensation in terms of back pay at the rate for minimum wage in the State of Nevada plus overtime compensation, plus an additional equal amount in liquidated damages (double damages), plus attorneys' fees, costs, pre-judgment interest, punitive damages, and such other relief as is proper.

DATED this 19th day of November, 2015.

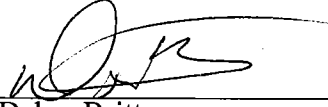
Day Williams
DAY R. WILLIAMS
Attorney at Law
Attorney for Plaintiff
Debra Britton

VERIFICATION OF DEBRA BRITTON

STATE OF NEVADA)
CARSON CITY) :SS

I, Debra Britton, declare under penalty of perjury that:

I am the Plaintiff herein. The facts stated in the pleading are true and accurate. As to those facts stated on information and belief, I believe them to be true.

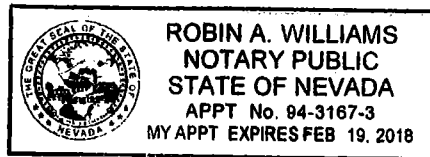

Debra Britton

Subscribed and sworn to before me

this 18 day of November, 2015

by Debra Britton.


NOTARY PUBLIC



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Index of Exhibits

1. Hours Worked 2014.
2. Hours Worked 2015.

EXHIBIT 1

EXHIBIT 1

Hours Worked 2014

			July					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
		1	2	3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22 10.5	23 10.5	24 10.5	25 10.5	26 10.5	52.5	
27 8.0	28 10.5	29 10.5	30 10.5	31 10.5			50	

			August					
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hrs Worked	Amount Paid
					1 10.5	2 10.5	21	
3 8.0	4 10.5	5 10.5	6 10.5	7 10.5	8 10.5	9 10.5	71	\$200
10 8.0	11 10.5	12 10.5	13 10.5	14 10.5	15 10.5	16 10.5	71	\$200
17 8.0	18 10.5	19 10.5	20 10.5	21 10.5	22 10.5	23 10.5	71	\$200
24 8.0	25 10.5	26 10.5	27 10.5	28 10.5	29 10.5	30 10.5	71	\$200
31 8.0							8.0	

			September					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
	1	2	3	4	5	6		

	10.5	10.5	10.5	10.5	10.5	10.5	63	\$200
7	8	9	10	11	12	13	67	\$200
4.0	10.5	10.5	10.5	10.5	10.5	10.5		
14	15	16	17	18	19	20	67	\$200
4.0	10.5	10.5	10.5	10.5	10.5	10.5		
21	22	23	24	25	26	27	67	\$200
4.0	10.5	10.5	10.5	10.5	10.5	10.5		
28	29	30					25	\$200
4.0	10.5	10.5						

			October					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
			1 10.5	2 10.5	3 10.5	4 10.5	42	\$200
5 4.0	6 10.5	7 10.5	8 10.5	9 10.5	10 10.5	11 10.5	67	\$200
12 4.0	13 10.5	14 10.5	15 10.5	16 10.5	17 10.5	18 10.5	67	\$200
19 4.0	20 10.5	21 10.5	22 10.5	23 10.5	24 10.5	25 10.5	67	\$200
26 4.0	27 10.5	28 10.5	29 10.5	30 10.5	31 10.5		56.5	\$200

			November					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
						1		
2 4.0	3 10.5	4 10.5	5 10.5	6 10.5	7 10.5	8 10.5	67	\$200
9 4.0	10 10.5	11 10.5	12 10.5	13 10.5	14 10.5	15 10.5	67	\$200
16	17	18	19	20	21	22		

4.0	10.5	10.5	10.5	10.5	10.5	10.5		\$200
23 4.0	24 10.5	25 10.5	26 10.5	27 T- day 8.0	28 10.5	29 10.5	64.5	\$200
30 4.0							4.0	

				December				
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
	1 10.5	2 10.5	3 10.5	4 10.5	5 10.5	6 10.5	63	\$200
7 4.0	8 10.5	9 10.5	10 10.5	11 10.5	12 10.5	13 10.5	67	\$200
14 4.0	15 10.5	16 10.5	17 10.5	18 10.5	19 10.5	20 10.5	67	\$200
21 4.0	22 10.5	23 10.5	24 10.5	25 Xmas 6.0	26 10.5	27 10.5	62.5	\$200
28 4.0	29 10.5	30 10.5	31 10.5				35.5	

EXHIBIT 2

EXHIBIT 2

Hours Worked 2015

			January					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
28 4.0	29 10.5	30 10.5	31 10.5	1 10.5	2 10.5	3 10.5	67	\$250
4 4.0	5 10.5	6 10.5	7 10.5	8 10.5	9 10.5	10 10.5	67	\$250
11 4.0	12 10.5	13 10.5	14 10.5	15 10.5	16 10.5	17 10.5	67	\$250
18 4.0	19 10.5	20 10.5	21 10.5	22 10.5	23 10.5	24 10.5	67	\$250
25 4.0	26 10.5	27 10.5	28 10.5	29 10.5	30 10.5	31 10.5	67	\$250

			February					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount
1 4.0	2 10.5	3 10.5	4 10.5	5 10.5	6 10.5	7 10.5	67	\$250
8 4.0	9 10.5	10 10.5	11 10.5	12 10.5	13 10.5	14 10.5	67	\$250
15 4.0	16 10.5	17 10.5	18 10.5	19 10.5	20 10.5	21 10.5	67	\$250
22 4.0	23 10.5	24 10.5	25 10.5	26 10.5	27 10.5	28 10.5	67	\$250

			March					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount
1	2 8.0	3 8.0	4 8.0	5 8.0	6 8.0	7 10.0	50	\$250
8	9 8.0	10 8.0	11 8.0	12 8.0	13 8.0	14 10.0	50	\$250
15	16 8.0	17 8.0	18 8.0	19 8.0	20 8.0	21 10.0	50	\$250
22	23 8.0	24 8.0	25 8.0	26 8.0	27 8.0	28 10.0	50	\$250
29	30 8.0	31 8.0						

			April					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount
			1 8.0	2 8.0	3 8.0	4 10.0	50	\$250
5	6 8.0	7 8.0	8 8.0	9 8.0	10 8.0	11 10.0	50	\$250
12	13 8.0	14 8.0	15 8.0	16 8.0	17 8.0	18 10.0	50	\$250
19	20 8.0	21 8.0	22 8.0	23 8.0	24 8.0	25 10.0	50	\$250
26	27 8.0	28 8.0	29 8.0	30 8.0			32	

			May					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
					1 8.0	2 10.0	18	\$250
3	4 8.0	5 8.0	6 8.0	7 8.0	8 8.0	9 10.0	50	\$250
10	11 8.0	12 8.0	13 8.0	14 8.0	15 8.0	16 10.0	50	\$250
17	18 8.0	19 8.0	20 8.0	21 8.0	22 8.0	23 10.0	50	\$250
24	25 8.0	26 8.0	27 8.0	28 8.0	29 8.0	30 10.0	50	\$250
31								

			June					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
	1 8.0	2 8.0	3 8.0	4 8.0	5 8.0	6 10.0	50	\$250
4	8 8.0	9 8.0	10 8.0	11 8.0	12 8.0	13 10.0	50	\$250
14	15 8.0	16 8.0	17 8.0	18 8.0	19 8.0	20 10.0	50	\$250
21	22 8.0	23 8.0	24 8.0	25 8.0	26 8.0	27 10.0	50	\$250
28	29 8.0	30 8.0					16	

			July					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
			1 8.0	2 8.0	3 8.0	4 10.0	34	\$250
5	6 8.0	7 8.0	8 8.0	9 8.0	10 8.0	11 10.0	50	\$250
12	13 8.0	14 8.0	15 8.0	16 8.0	17 8.0	18 10.0	50	\$250
19	20 8.0	21 8.0	22 8.0	23 8.0	24 8.0	25 10.0	50	\$250
26	27 8.0	28 8.0	29 8.0	30 8.0	31 8.0		40	

			August					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
						1 10.0	10.0	\$250
2	3 8.0	4 8.0	5 8.0	6 8.0	7 8.0	8 10.0	50	\$250
9	10 8.0	11 8.0	12 8.0	13 8.0	14 8.0	15 10.0	50	\$250
16	17 8.0	18 8.0	19 8.0	20 8.0	21 8.0	22 10.0	50	\$250
23	24 8.0	25 8.0	26 8.0	27 8.0	28 8.0	29 10.0	50	\$250
30	31 8.0						8	

			September					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
		1 8.0	2 8.0	3 8.0	4 8.0	5 10.0	42	\$250
6	7 8.0	8 8.0	9 8.0	10 8.0	11 8.0	12 10.0	50	\$250
13	14 8.0	15 8.0	16 8.0	17 8.0	18 8.0	19 10.0	50	\$250
20	21 8.0	22 8.0	23 8.0	24 8.0	25 8.0	26 10.0	50	\$250
27	28 8.0	29 8.0	30 8.0				24	

			October					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
				1 8.0	2 8.0	3 10.0	26	\$250
4	5 8.0	6 8.0	7 8.0	8 8.0	9 8.0	10 10.0	50	\$250
11	12 8.0	13 8.0	14 8.0	15 8.0	16 8.0	17 10.0	50	\$250
18	19 8.0	20 sick	21 Sick	22 Sick	23 5.0 Hospital	24 Hospital	13	\$250

25 Hospital	26 Hos sick	27 sick	28 sick	29 sick	30 8.0	31 10.0	18	\$250
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			November					
Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hrs Worked	Amount Paid
1	2 8.0	3 8.0	4 8.0	5 8.0	6 8.0	7 10.0	50	\$250
8	9 8.0	10 8.0	11 8.0	12 8.0	13 8.0	14 6.0	46	\$180
15	16	17	18	19	21	21		
22	23	24	25	26	27	28		
29	30							